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Research Paper

Wanprestasi in the Murabahah Agreement: Juridical Analysis of Decision Number 1/Pdt.G.S/2022/PA. At the Religious Court of Appeal

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ABSTRACT

This study examines the judicial reasoning underlying the resolution of a sharia economic dispute concerning breach of contract in a *murabahah* financing agreement, as reflected in Decision Number 1/Pdt.G.S/2022/PA.At. The research employs a normative juridical method using statutory and case approaches. Primary legal materials consist of the court decision and relevant Indonesian regulations governing Islamic finance, while secondary materials include scholarly literature on contract and Islamic commercial law. The findings reveal that the court declared the *murabahah* agreement legally valid and binding because it fulfilled both statutory requirements and sharia principles. The defendant was found to have committed a default by failing to perform contractual obligations despite prior warnings. The judgment demonstrates the integration of Indonesian civil law and Islamic legal principles, particularly *pacta sunt servanda* and *al-wafā' bi al-'uqūd* (the obligation to honor contracts), in ensuring legal certainty and contractual justice. Furthermore, the decision illustrates that the enforcement of collateral constitutes a legitimate legal remedy in resolving Islamic financing disputes when conducted in accordance with contractual provisions and applicable legislation. The ruling reinforces the principles of legal certainty, fairness, and the protection of parties' rights within Indonesia's sharia economic dispute resolution system.

Introduction

The development of the Islamic economy in Indonesia in the last two decades has shown significant growth, both in terms of institutions and financial products offered. The sharia economic system exists as an alternative to the conventional system by emphasizing the principles of justice, transparency, and the prohibition of the practice of usury. One of

the sectors that has experienced rapid development is Islamic banking which has adopted various contracts in its operations, including murabahah contracts as the most dominant financing instrument.(Rusydiana & Devi, 2013)

The murabahah contract in Islamic banking practice is used because it is relatively easy to implement and has a level of certainty of profits for banks. In this contract, the bank buys the goods needed by the customer, then resells them at the price that has been added to the agreed profit margin. This makes murabahah a superior product in consumptive and productive financing.

However, the practice of murabahah financing is inseparable from various legal problems, one of which is default by customers. Default is a condition in which one of the parties to the agreement does not perform its obligations as agreed. In the context of Islamic banking, defaults often occur in the form of late installment payments, inability to pay, or even deliberate avoidance of obligations.

This default phenomenon not only has an impact on the contractual relationship between banks and customers, but also has implications for the stability of the Islamic financial system as a whole. The high level of non-performing financing can disrupt bank liquidity and reduce public trust in Islamic financial institutions.(Rodoni & Yaman, 2018). From a legal perspective, the settlement of sharia economic disputes in Indonesia is the absolute authority of the Religious Court as stipulated in Article 49 letter (i) of Law Number 3 of 2006 concerning Religious Courts. This shows the state's recognition of the existence of sharia economic law as part of the national legal system.(Undang-Undang Republik Indonesia, 2006)

Along with these developments, the Supreme Court also issued a policy related to dispute resolution through a simple lawsuit mechanism as stipulated in PERMA Number 4 of 2019.(Undang-Undang Republik Indonesia, 2019) This mechanism aims to provide fast, simple, and low-cost case resolution, especially for cases with a certain lawsuit value. However, the use of simple lawsuits in sharia economic disputes poses its own challenges, because the complexity of sharia contracts often requires a more in-depth analysis than ordinary civil cases.

One of the interesting cases to study is Decision Number 1/Pdt.G.S/2022/PA. LK which was decided by the Tanjung Pati Religious Court. This case is related to a murabahah financing dispute between Islamic financial institutions and customers who are suspected of defaulting. In this case, the defendant has no longer made installment payments since March 2020, even though he has been given a warning and summons by the plaintif. This case is interesting because it does not only concern the aspect of default in civil law, but also involves the application of sharia principles in dispute resolution. In addition, this case also shows how the judge integrates the provisions of the Civil Code, the Compilation of Sharia Economic Law (KHES), and the principles of Islamic law in its consideration.

From the academic side, research on this decision is important to contribute to the development of sharia economic law, especially in terms of interpretation and application of legal norms by judges. In addition, this study can also be a reference for legal practitioners and Islamic financial institutions in handling similar disputes in the future.

Based on this background, the formulation of the problem in this study is as follows (a) How are the judges' legal considerations in Decision Number 1/Pdt.G.S/2022/PA. LK; (b) How the principles of sharia economic law are applied in the decision; (c) What are the consequences of the law of default in the murabahah contract based on the decision? The

formulation of this problem is designed to explore the normative and practical aspects of the decision, so that it can provide a comprehensive analysis.

This research aims to analyze the judge's legal considerations in the decisions studied; then reviewing the application of the principles of sharia economic law, and the final assessing the consequences of default law in the murabahah contract. The purpose of this research is not only descriptive, but also analytical, so that it is expected to be able to contribute to the development of the theory and practice of sharia economic law. This research is expected to contribute to the development of legal science, especially in the field of Islamic economic law. This research is expected to be a reference for (a) Judges in deciding sharia economic cases; (b) Legal practitioners; (c) Islamic financial institutions. This benefit shows that the research has both academic and practical relevance at the same time, which is one of the important criteria in indexed journals.

Method

This research is a normative juridical research, namely legal research conducted by examining literature materials or secondary data as the main source. This approach is used because the focus of the research is on legal norms, especially in the form of court decisions and relevant laws and regulations. Normative juridical research differs from empirical research because it does not use field data, but focuses on the analysis of legal texts (law in books) and its application in decisions (law in action). In this context, the court's decision is positioned as the main object of analysis. The approach used includes (a) Statute Approach. It is used to analyze the conformity of the decision with applicable legal norms, such as the Civil Code, the Compilation of Sharia Economic Law (KHES), and the Sharia Banking Law; (b) Case Approach. It is used to examine the judge's legal considerations in Decision Number 1/Pdt.G.S/2022/PA. LK. (c) Conceptual Approach Used to understand basic concepts such as default, murabahah contracts, and sharia economic legal principles.

This research uses the following legal materials; (a) Decision of the Tanjung Pati Religious Court Number 1/Pdt.G.S/2022/PA. LK; (b) Criminal Code; **(c)** Compilation of Sharia Economic Law (KHES); (d) Law Number 21 of 2008 **(e)** Law Number 3 of 2006. Primary legal materials are the main source because they have legally binding power. This research also uses a secondary source approach in the form of sharia economic law textbooks, scientific journals, literature related to sharia agreements and banking. This material serves to provide interpretation and analysis of primary legal materials.

The collection of legal materials in this study was carried out through library research and tracing of court decision documents. Literature studies are used to obtain various legal materials, both primary, secondary, and tertiary that are relevant to research problems. Meanwhile, the search of court decision documents was carried out to examine the application of the law in practice and obtain data related to the object of research. Through these two techniques, researchers can obtain systematic, comprehensive, and academically accountable data.

The legal analysis in this study was carried out qualitatively descriptively. The first stage is to identify the legal facts contained in the court decision that are the object of research. Furthermore, a study was carried out on the judge's considerations to understand the legal basis and reasons used in making decisions. The results of the study are then compared with the applicable legal norms to assess the suitability between the application of the law and the provisions of laws and regulations. Based on the entire analysis process, the researcher draws conclusions that answer the research problem. This approach allows

for an in-depth analysis of the relationship between legal theory and the practice of its application in court decisions.

Results and Discussions

Analysis of Judges' Legal Considerations

This case began from the legal relationship between the plaintiff as an Islamic financial institution and the defendant as a customer in the murabahah contract with a financing value of IDR 266,000,000. The defendant only partially fulfilled the payment obligation, then stopped paying since March 2020.(*Putusan Pengadilan Agama Tanjung Pati Nomor 1/Pdt.G.S/2022/PA.LK*, 2022)**.** This fact shows that there is a violation of the content of the agreement, which can legally be categorized as a default. Default in this case is in the form of non-fulfillment of payment obligations as agreed. In addition, the plaintiff has summoned the defendant, but has not received a response. Summons is an important requirement in proving default because it shows that the aggrieved party has given the other party the opportunity to fulfill its obligations.

The judge stated that the murabahah contract made by the parties was valid because it met the requirements of Article 1320 of the Civil Code. The validity of the contract is the main basis in determining the legal relationship between the parties. If the contract is invalid, then it cannot be used as a basis to claim default. In this case, the judge considered that: **(a)** there was agreement between the parties **(b)** the object of the contract was clear **(c)** it was not contrary to the law. In addition, the judge also applied the principle of *pacta sunt servanda* which states that an agreement is binding as a law for the parties.

The judge stated that the defendant was proven to have committed a default because he did not fulfill his payment obligations. The elements of default fulfilled in this case include (a) the existence of a valid agreement (b) the existence of obligations that must be fulfilled (c) the existence of a violation of these obligations. This is also in line with KHES Article 36 which regulates the form of default in sharia contracts.

The judge stated that the guarantee given was valid and could be used to pay off debts. In sharia law, a guarantee (rahn) is an instrument that is allowed to guarantee the implementation of obligations. This is also in line with the principle of prudence in financing. In his ruling, the judge granted part of the lawsuit filed by the plaintiff, stating that the defendant had committed a default, and punishing the defendant to pay the remaining obligations that still need to be fulfilled. The verdict shows that the judge has carefully considered the facts and evidence revealed at the trial so as not to grant all the plaintiffs' demands. This verdict reflects a balance between legal certainty and justice, because the judge seeks to provide protection for the rights of the plaintiff while considering the proportionality aspect in imposing the verdict.

The judgment of the Tanjung Pati Religious Court Number 1/Pdt.G.S/2022/PA.LK demonstrates a consistent application of both Indonesian civil law and Islamic commercial law in resolving a murabahah financing dispute. Before determining the existence of default, the judge first examined the validity of the murabahah contract by referring to Article 1320 of the Indonesian Civil Code. The court concluded that the agreement fulfilled the essential legal requirements, including mutual consent, a definite object, and a lawful cause, thereby creating a binding legal relationship between the parties. This reasoning reflects the principle of *pacta sunt servanda*, under which legally concluded agreements are binding upon the contracting parties. The principle is also consistent with Islamic law, particularly the Qur'anic command to fulfill contractual obligations (*awfu bil-'uqud*),

indicating that contractual commitments must be honored both under national law and sharia principles.

The judge further held that the defendant had committed default by failing to continue installment payments despite repeated formal summons from the plaintiff. The court identified all essential elements of default, namely the existence of a valid agreement, enforceable contractual obligations, and the defendant's failure to perform those obligations. This reasoning is in accordance with Article 36 of the Compilation of Sharia Economic Law (KHES), which recognizes non-performance as a form of breach in sharia contracts. From an Islamic legal perspective, although debtors experiencing genuine financial hardship should be granted reasonable relief, such protection requires evidence of inability to pay. Since the defendant failed to provide any legal justification or proof of force majeure, the judge reasonably concluded that the breach resulted from non-compliance rather than unavoidable circumstances. The court also confirmed the validity of the collateral (*rahn*) as a lawful mechanism to secure repayment, reflecting the prudential principles of Islamic finance while ensuring that creditors receive adequate legal protection.

The final ruling illustrates the court's effort to balance legal certainty with substantive justice. Rather than granting all of the plaintiff's claims, the judge awarded only those supported by sufficient evidence, demonstrating judicial impartiality and proportionality in determining legal remedies. This approach not only safeguards the rights of the Islamic financial institution but also prevents excessive liability for the defendant beyond what was legally proven. More broadly, the judgment reflects the harmonization of Indonesian positive law and Islamic legal principles in the settlement of sharia economic disputes. By integrating the Civil Code, KHES, and fundamental principles of Islamic jurisprudence, the court provides legal certainty for murabahah financing while reinforcing public confidence that Religious Courts are capable of resolving Islamic commercial disputes in a manner that upholds contractual obligations, sharia compliance, and the broader objectives of justice.

Analysis of Sharia Economic Law

The principle of al-wafa bil 'aqd (obligation to fulfill the contract) is one of the fundamental principles in sharia economic law which emphasizes that every agreement that has been agreed upon by the parties must be implemented with full responsibility. This principle comes from the provisions of the Qur'an which expressly instruct Muslims to fulfill the promises and covenants that have been made, as in the Qur'an. Al-Maidah verse 1 which states: "O you who believe, fulfill these covenants.''

This verse is the main normative basis in all muamalah transactions, including murabahah contracts. In this context, the contract is not only seen as a legal agreement, but also as a moral and religious mandate that has a dimension of accountability before God. From the perspective of fiqh muamalah, the principle of al-wafa bil 'aqd is closely related to the principles of trust and good faith. The parties who bind themselves to a contract are required to carry out the contents of the agreement honestly, transparently, and without any element of fraud or abuse of circumstances.(Zuhdi, 2017)

This shows that in sharia law, the implementation of the contract is not only formal, but also substantive, namely ensuring that the purpose of the contract is achieved fairly for both parties. In the context of positive law in Indonesia, the principle of al-wafa bil 'aqd is in accordance with the principle of pacta sunt servanda regulated in Article 1338 of the Civil Code, which states that every legally made agreement is valid as a law for the parties who make it.

The correlation between these two principles shows the harmonization between Islamic law and national law, where both emphasize the obligation to fulfill the content of the agreement. However, sharia law provides an additional dimension in the form of moral and spiritual responsibility. In the case analyzed, the application of the principle of al-wafa bil 'aqd can be seen from the judge's consideration which affirms that the defendant is obliged to fulfill the payment obligation as agreed in the murabahah contract. The defendant's inability or negligence in carrying out these obligations is a form of violation of the agreed contract.

Default in the perspective of sharia is not only seen as a violation of the law, but also as a violation of the value of trust. Therefore, the consequences that arise are not only in the form of legal sanctions, but also have ethical implications. Furthermore, the principle of al-wafa bil 'aqd is also related to the concept of maslahah (benefit), which is maintaining balance and justice in the relationship of muamalah. If the contract is not enforced, there will be legal uncertainty and potential losses for one of the parties, especially Islamic financial institutions as financing providers. In this case, the enforcement of the principle of al-wafa bil 'aqd functions as a mechanism for legal protection of the rights of aggrieved parties and maintains the stability of the sharia economic system.(Najmudin & Muhajirin, 2024)

In addition, in modern Islamic banking practices, this principle is also related to financing risk management. The high default rate will have an impact on the increase in non-performing financing, which can ultimately disrupt the health of Islamic banks. Therefore, the enforcement of the principle of al-wafa bil 'aqd is not only normatively important, but also economically. This shows that sharia principles have wide relevance, not only in the legal aspect, but also in the economic aspect and the management of financial institutions.(Undang-Undang Republik Indonesia, 2008)

Thus, it can be concluded that the principle of al-wafa bil 'aqd is the main basis for assessing the validity or not of an action in the contract, as well as the basis for determining the existence of default. In this case, the judge appropriately applied this principle by stating that the defendant had violated the contractual obligations, so he had to bear the legal consequences that arose.(Rianto, 2023)

The principle of al-'adl (justice) is one of the main pillars in sharia economic law that emphasizes the importance of balancing rights and obligations between the parties in a legal relationship.(Huda & Rahmawati, 2026) Justice in Islam is not only interpreted as formal equality, but also includes substantive justice that takes into account the conditions and proportionality of the parties. This principle has a strong normative foundation in the Qur'an, one of which is in QS. An-Nisa verse 58 which commands to uphold justice and give rights to those who are entitled.

This verse emphasizes that justice is a direct command that must be realized in every aspect of life, including in economic transactions and dispute resolution. Thus, judges as law enforcers have a moral and juridical obligation to ensure that every verdict reflects the value of justice. In the context of sharia economic law, the principle of al-'adl is closely related to the prohibition of exploitation (*zulm*) and the obligation to maintain a balance in transactions. It is not allowed for any party to be disproportionately disadvantaged, either due to information imbalance, economic pressure, or abuse of dominant positions.

Justice in muamalah is not only seen from the fulfillment of legal procedures, but also from the final result that does not cause inequality or unnatural losses for one of the parties. In the judgment analyzed, the application of the principle of al-'adl can be seen from the

attitude of the judge who did not necessarily grant all the plaintiff's demands, but only granted the part that was considered to have a strong legal basis. The judge rejected several additional charges that were irrelevant or not supported by sufficient evidence.(Wahab, 2022)

This approach shows that the judge is not only oriented towards the interests of the creditor as the aggrieved party, but also considers the rights of the defendant so as not to be overburdened. Thus, the verdict reflects the balance between legal certainty and justice. Furthermore, the principle of al-'adl is also reflected in the determination of the amount of obligations that must be paid by the defendant. The judge only determines the payment based on the remaining real liability, without adding disproportionate burdens such as costs that have no clear legal basis.(Tiaranissa & Fitriah, 2025)

This is important to prevent overcompensation, which is a burden that exceeds the actual loss, which in the perspective of sharia can be categorized as a form of injustice. In a positive legal perspective, the principle of justice is also one of the main goals of law, as stated in classical legal theory which places justice, certainty, and utility as the three main pillars. In this context, judges are required to balance these three aspects in every decision taken.

Decisions that are only oriented towards legal certainty without considering substantive justice have the potential to cause dissatisfaction and distrust of the judicial system. In addition, the principle of al-'adl is also closely related to the concept of maslahah (public good). The enforcement of justice in sharia economic disputes is not only aimed at resolving conflicts between the parties, but also maintaining stability and trust in the sharia financial system as a whole.

If justice is not upheld, there will be legal uncertainty that can harm the wider community, especially in the Islamic banking sector. In this case, the judge has shown an effort to uphold justice by (a) recognizing the plaintiff's right to obtain debt repayment; (b) Protect the defendant from excessive claims; (c) Determine the verdict based on evidence and applicable legal provisions. These steps show that the principle of al-'adl is not only a normative concept, but actually implemented in judicial practice.

Thus, the principle of justice (al-'adl) in this ruling serves as a basis for ensuring that dispute resolution is not only legally valid, but also substantively just. This also shows that sharia economic law has the capacity to provide solutions that are not only legalistic, but also oriented towards broader justice values. The murabahah contract is one of the most dominant financing instruments used in Islamic banking practices in Indonesia. Murabahah is basically a sale and purchase contract in which the seller states the cost of goods and the agreed profit margin to the buyer.(Makkulau, 2023) In the context of Islamic banking, banks act as sellers who first buy the goods needed by the customer, then resell them to the customer at a price that has been added to the profit margin.

The main characteristic of murabahah lies in price transparency and profit margins. This distinguishes it from the conventional interest-based lending system. In murabahah, the bank's profit is determined at the beginning and does not change during the financing period, thus providing certainty for both parties. In the case analyzed, the implementation of the murabahah contract can be seen from the existence of a financing agreement between an Islamic financial institution and the customer, where the bank provides financing for certain needs, then the customer is obliged to return the funds in installments in accordance with the agreement.

The structure of legal relations in murabahah shows the existence of two main aspects, namely the buying and selling aspect (transfer of goods) and the financing aspect (resilient payment). Therefore, murabahah is often referred to as a *hybrid contract* in Islamic banking practice.(Aryanti, 2016) From the normative side, the implementation of murabahah must meet the provisions that have been stipulated in the DSN-MUI Fatwa No.04/DSN-MUI/IV/2000 concerning Murabahah.(Dewan Syari'ah Nasional Majelis Ulama Indonesia, 2000) These provisions include: (a) the existence of a clear object of goods (b) the existence of a known cost of goods and margins (c) the existence of an agreement between the parties (d) the absence of an element of usury.

Compliance with this fatwa is important to ensure that the contract is carried out in accordance with sharia principles. Violation of this provision can cause the contract to become sharia defective. In the judgment analyzed, the judge stated that the murabahah contract made by the parties was valid and binding. This shows that the contract has met the legal requirements of the agreement according to positive law and does not contradict sharia principles.(Subekti, 2008)

Affirming the validity of this contract is a crucial first step, because only a valid contract can be the basis for suing for default.(Hamami, 2004) Thus, the judge first determines the validity of the contract before assessing the existence of a violation. However, the implementation of murabahah in practice does not always go according to theory. One of the problems that often arises is the occurrence of default by the customer, as happened in this case, where the defendant no longer fulfills the obligation to pay installments from a certain time. Default in murabahah can be caused by various factors, including: (a) the economic inability of the customer (b) lack of risk management by the bank (c) the existence of moral hazard from the customer.

From the perspective of sharia economic law, the settlement of defaults in murabahah contracts can be carried out through several mechanisms, namely: (a) Collection of obligations (ta'widh); (b) Financing restructuring; the Battle of the Bulge) Guarantee Execution (Rahn). In this case, the judge tends to use the approach of execution of payment obligations, which is a form of enforcement of creditors' rights without violating sharia principles. Furthermore, the implementation of murabahah in this decision also shows the integration between sharia law and national law. The judge not only refers to the KHES, but also to the Civil Code, especially related to defaults and agreements.

This integration shows that sharia economic law in Indonesia is a dual system, which combines sharia principles with the national legal system. In addition, from an economic perspective, the implementation of murabahah that does not go well (for example due to default) can have an impact on increasing non-performing financing. This has the potential to disrupt the stability of Islamic financial institutions. Therefore, it is necessary to strengthen in (a) financing feasibility analysis (b) supervision of customers (c) risk mitigation mechanisms.

Thus, it can be concluded that the implementation of the murabahah contract in this case is basically in accordance with sharia principles and positive law, but faces obstacles in its implementation due to the default of the customer. The judge's decision affirming the obligation to pay shows that the murabahah contract has binding legal force and can be enforced through a judicial mechanism. The murabahah contract in this case has fulfilled the principles of sharia. This can be seen from the transparency of prices and profit margins that were agreed upon from the beginning.

Critical Analysis of the Judge Decision

The decision in this case demonstrates a consistent application of both positive law and sharia economic law, particularly in assessing the validity of the murabahah contract and proving the occurrence of default. The judge systematically traces the legal relationship between the parties, beginning from contract formation, the fulfillment of the pillars and conditions of the agreement (rukun and syarat), through to the determination of default (wanprestasi), and affirms that the agreed contract possesses binding force under the principle of *pacta sunt servanda*. This approach reflects a firm application of the principle of legal certainty, whereby the judge adheres to clear normative sources namely the Civil Code (KUHPerdata) and the Compilation of Sharia Economic Law (KHES) as the primary basis for legal reasoning. Such consistency is important not only for the predictability of judicial outcomes but also for reinforcing public trust in the enforceability of sharia-based financial agreements within the national legal system.(Musaiyana et al., 2025)

Nevertheless, from a critical analytical perspective, several aspects of the ruling remain underdeveloped. The most apparent limitation is that the decision tends to privilege a normative-formal approach over a substantive one. The judge's reasoning centers primarily on establishing the existence of default through documentary and contractual evidence, without adequately probing the defendant's objective circumstances such as their actual economic capacity, the presence of force majeure, or external structural factors (e.g., business downturn, market shocks, or unforeseen financial hardship) that may have contributed to payment failure. In the framework of sharia economic law, adjudication should not stop at formal contractual compliance; it must also be enriched by the principles of substantive justice (*al-'adalah*) and public benefit (*maslahah*), which require judges to weigh the real-life conditions of the parties rather than relying solely on textual contract terms (Wahab, 2022). The absence of this deeper inquiry risks reducing sharia economic adjudication to a mere replication of conventional civil procedure, thereby diminishing the distinctive ethical-legal character that sharia principles are meant to bring to economic dispute resolution.

A second significant shortcoming lies in the absence of any substantive discussion regarding sharia-based alternative dispute resolution mechanisms. Within sharia economic practice, resolving a dispute over non-performance does not necessarily have to culminate in the strict execution of contractual obligations. Several alternative approaches are available and arguably more consonant with sharia values, including: (a) financing restructuring, which allows renegotiation of payment terms in light of the debtor's changed circumstances; (b) *sulh* (deliberation or amicable settlement), which reflects the Islamic legal tradition's strong preference for consensual dispute resolution over adversarial litigation; and (c) rescheduling of payment obligations, which accommodates temporary financial distress without nullifying the underlying contractual relationship. The judge's failure to consider or even acknowledge these mechanisms suggests that the decision remains confined within the conceptual framework of conventional civil law enforcement, rather than genuinely engaging with the restorative and consensus-oriented spirit that distinguishes sharia dispute resolution from purely adversarial models.

Third, the ruling exhibits a notable lack of exploration into aspects of customer protection. In the contractual relationship between an Islamic bank and its customer, there is an inherent potential for imbalance in bargaining position: the bank, as the drafter of standardized contract terms, typically possesses superior legal, financial, and informational resources compared to the individual customer. This asymmetry raises important questions

that the judge appears not to have addressed namely, whether the murabahah agreement was truly entered into with full, informed consent, whether the terms imposed were proportionate and free from elements of *gharar* (excessive uncertainty) or undue burden, and whether enforcement of the contract in its strict form would result in disproportionate hardship to the weaker party. A more comprehensive sharia economic adjudication would ideally examine these dimensions of fairness and consumer protection, rather than treating the contract as an unquestionable, self-justifying instrument once its formal validity has been established.

Taken together, these three critical points the dominance of formal-normative reasoning, the neglect of sharia-based alternative dispute resolution, and the insufficient attention to customer protection reveal a broader tension between legal certainty and substantive justice in the adjudication of sharia economic disputes. While the decision succeeds in reinforcing consistency and predictability by anchoring itself firmly in the Civil Code and KHES, this formal strength comes at the cost of a fuller engagement with the ethical and social dimensions that sharia economic law is intended to embody. Moving forward, judges adjudicating sharia economic disputes should be encouraged to adopt a more integrative approach: one that upholds legal certainty through clear normative reference, while simultaneously incorporating substantive assessments of the debtor's circumstances, actively considering restorative mechanisms such as *sulh* and restructuring, and scrutinizing potential imbalances in bargaining power between financial institutions and customers. Such an approach would not only strengthen the distinctive character of sharia economic adjudication but also enhance its legitimacy as a system capable of delivering both certainty and justice in practice.

In conventional civil law, default is understood as the non-fulfillment of achievements as agreed, with consequences in the form of compensation, cancellation of agreements, or forced fulfillment of achievements. This approach is legalistic and oriented towards legal certainty (Supriyadi et al., 2025). The main focus is on breach of contract, without considering the moral or religious dimension. Meanwhile, in sharia economic law, default is not only seen as a breach of contract, but also as a breach of trust. The fundamental difference lies in; (a) there is an ethical and moral dimension (b) there is a principle of justice and benefit (c) there is a prohibition of exploitation. In this ruling, the judge still tends to use the conventional civil law approach, although it has referred to the KHES. This shows that the integration between sharia law and national law is still not fully optimal in judicial practice.(Republik Indonesia, 2008)

In modern Islamic banking practice, the settlement of non-performing financing is generally carried out through a gradual approach, namely: (a) Persuasive billing (b) Financing restructuring (c) Execution of collateral. This approach is more flexible and takes into account the client's condition, so that it is in line with the principles of justice and benefit in sharia.(Rodoni & Yaman, 2018) However, in this ruling, the judge immediately affirmed the payment obligation without discussing the possibility of restructuring in more detail. This shows the difference between Islamic banking practices and the judicial approach, where the judiciary tends to be final and binding.

When compared to some other sharia economic rulings, there is a tendency that judges in the Religious Court still use a uniform approach (b) prove default (c) punish the payment of obligations (Musaiyana et al., 2025). This approach does provide legal certainty, but it lacks innovation in the development of sharia economic law. In several other decisions, there are judges who have begun to consider: (1) aspects of social justice (2)

economic conditions of the parties (3) alternative sharia-based settlements. This comparison shows that there is still room for the development of a more progressive approach to sharia economic dispute resolution.

Analysis of this ruling shows that Islamic economic law in Indonesia is still in the transition stage between normative and substantive approaches. On the one hand, there are efforts to integrate sharia principles into the national legal system. But on the other hand, judicial practice is still dominated by the conventional civil law paradigm (Najmudin & Muhajirin, 2024).

The implications of these conditions show the need for various efforts to increase the effectiveness of sharia economic dispute resolution in the judicial environment. First, it is necessary to strengthen the capacity of judges in understanding the principles and practices of sharia economics so that the legal considerations given are more comprehensive and in accordance with the characteristics of sharia transactions. Second, it is necessary to develop a special procedural law on sharia economics that can provide clearer guidelines in the process of examining and resolving cases. Third, it is necessary to carry out a stronger integration between the Compilation of Sharia Economic Law (KHES) and judicial practice so that the application of Islamic economic norms can run consistently, effectively, and provide legal certainty for the parties to the case (Republik Indonesia, 2008).

This is important to ensure that sharia economic law is not only a formal norm, but also really implemented substantively. Based on the above analysis, it can be concluded that this decision has met the aspect of legal certainty, but still has limitations in terms of substantive justice and a comprehensive sharia approach. Thus, it is necessary to develop a more integrative approach between positive law and sharia principles so that sharia economic decisions can provide more holistic justice.

Conclusion

Based on the results of research and analysis of Decision Number 1/Pdt.G.S/2022/PA. LK, the murabahah contract which is the basis of the legal relationship between the parties is declared valid and legally binding, both according to the provisions of civil law and sharia economic law. This validity is based on the fulfillment of the legal conditions of the agreement and the absence of elements that are contrary to sharia principles. This shows that the murabahah contract has strong legitimacy in the national legal system as part of the practice of sharia economics. Second, the defendant was proven to have committed a default because he did not fulfill the payment obligation as agreed in the contract. This default is evidenced by the fact that the payment obligation was not carried out and the existence of collection efforts that were not heeded by the defendant. These findings reinforce that the principle of al-wafa bil 'aqd has real legal implications, where violations of the contract will have legal consequences that can be enforced through court decisions. The judge's legal considerations in this decision reflect the integration between positive law and the principles of sharia economic law, although it is still dominated by the normative approach of civil law. The judge has applied the provisions of the Civil Code, the Compilation of Sharia Economic Law (KHES), and basic sharia principles in assessing cases. This integration shows that the Indonesian legal system is adaptive to the development of the Islamic economy, but still needs to be strengthened in terms of substantive approaches.

This ruling has met the aspect of legal certainty, but still has limitations in terms of substantive justice and a benefit-based approach. This can be seen from the lack of optimal exploration of the defendant's economic condition and alternative sharia-based dispute

resolution. Thus, this ruling can be categorized as a normatively strong ruling, but it still has room for development in a more holistic aspect of justice. **T**he implications of this decision show that the murabahah contract has effective legal force in judicial practice, so that it can provide legal protection for Islamic financial institutions in dealing with the risk of default. This also has an impact on increasing trust in the sharia economic system as part of the national legal system.

Daftar Pustaka

Aryanti, Y. (2016). Multi Akad (Al-Uqud Al-Murakkabah) di Perbankan Syariah Perspektif Fiqh Muamalah. *JURIS (Jurnal Ilmiah Syariah)*, *15*(2), 185. https://doi.org/10.31958/juris.v15i2.498

Dewan Syari'ah Nasional Majelis Ulama Indonesia. (2000). *Fatwa Dewan Syari'ah Nasional Nomor 04/DSN-MUI/IV/2000 tentang Murabahah*.

Hamami, T. (2004). *Hukum Acara Perdata Agama: Teori dan Praktiknya dalam Proses Peradilan Agama*. Tatanusa.

Huda, N., & Rahmawati, A. (2026). Prinsip Keadilan dalam Ekonomi Islam dan Implementasinya. *Musytari: Jurnal Manajemen, Akuntansi, Dan Ekonomi*, *25*(5), 985. https://doi.org/10.2324/arbtzb83

Makkulau, A. (2023). Shariah Murabahah Financing in Islamic Banks. *BANCO: Jurnal Manajemen Dan Perbankan Syariah*, *5*(1), 1–12. https://doi.org/10.35905/banco.v5i1.5157

Musaiyana, M., Ridwan, A. H., & Rusyana, A. Y. (2025). Integrasi Fatwa DSN-MUI ke dalam Kompilasi Hukum Ekonomi Syariah (KHES): Upaya Formulasi Hukum Ekonomi Syariah sebagai Produk Perundang-Undangan Nasional. *Equality: Journal of Islamic Law*, *3*(2), 115. https://doi.org/10.15575/ejil.v3i2.1929

Najmudin, S. A., & Muhajirin, M. (2024). Maslahah Mursalah dan Implementasinya dalam Bidang Ekonomi dan Keuangan Syariah. *Taraadin: Jurnal Ekonomi Dan Bisnis Islam*, *4*(2), 120. https://doi.org/10.24853/trd.4.2.113-128

Putusan Pengadilan Agama Tanjung Pati Nomor 1/Pdt.G.S/2022/PA.LK, (2022).

Republik Indonesia. (2008). *Kompilasi Hukum Ekonomi Syariah (KHES)*.

Rianto, M. N. (2023). *Lembaga Keuangan Syariah*. Pustaka Setia.

Rodoni, A., & Yaman, B. (2018). Asymmetric Information and Non-Performing Financing: Study in The Indonesian Islamic Banking Industry. *Al-Iqtishad: Jurnal Ilmu Ekonomi Syariah*, *10*(2), 221–236. https://doi.org/10.15408/aiq.v10i2.7392

Rusydiana, A. S., & Devi, A. (2013). Development Strategy of Islamic Finance in Indonesia. *Etikonomi*, *12*(2), 148. https://doi.org/10.15408/etk.v12i2.190

Subekti. (2008). *Hukum Perjanjian*. Intermasa.

Supriyadi, P. A., Simbala, Y., & Tinangon, E. N. (2025). Kajian Yuridis Wanprestasi terhadap Perjanjian Arbitrase yang Sudah Disetujui oleh Para Pihak. *Lex Crimen*, *13*(1), 51.

Tiaranissa, H., & Fitriah, N. (2025). Implementasi Maqashid Syariah dalam Regulasi dan Kebijakan Ekonomi Islam di Indonesia: Perspektif Teoritis dan Praktis. *Maslahah: Jurnal Manajemen Dan Ekonomi Syariah*, *3*(3), 325.

https://doi.org/10.59059/maslahah.v3i3.2539

Undang-Undang Republik Indonesia. (2006). *Undang-Undang Nomor 3 Tahun 2006 tentang Peradilan Agama*.

Undang-Undang Republik Indonesia. (2008). *Undang-Undang Nomor 21 Tahun 2008 tentang Perbankan Syariah*.

Undang-Undang Republik Indonesia. (2019). *Peraturan Mahkamah Agung (PERMA) Nomor 4 Tahun 2019 tentang Perubahan atas Peraturan Mahkamah Agung Nomor 14 Tahun 2016 tentang Tata Cara Penyelesaian Gugatan Sederhana Ekonomi Syariah*.

Wahab, A. (2022). Implementasi Maqashid Syariah dalam Operasional Audit Syariah pada Lembaga Keuangan Syariah. *J-HES: Jurnal Hukum Ekonomi Syariah*, *6*(1), 28. https://doi.org/10.26618/j-hes.v6i01.6137

Zuhdi, M. H. (2017). Prinsip-Prinsip Akad dalam Transaksi Ekonomi Islam. *Iqtishaduna*, *8*(2), 132. https://doi.org/10.20414/iqtishaduna.v8i2.1768